

TAB 14

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 7, 2004

Agenda Item No. 17

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input checked="" type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Community Development Block Grant Phase II E Construction Bid Award

RECOMMENDED MOTION/ACTION: That the Commission award the construction bid to GMI, Contracting, Inc. (low bidder) in the amount of \$100,000 for Drainage Improvements in the NTA Phase II E to be funded by Palm Beach County Housing and Community Development and Lake Park.

Approved by Town Manager *[Signature]* Date: 4/2/04

Originating Department: Public Works	Costs: \$141,000.00 Funding Source: PB County CDBG HCD and Lake Park Acct. # 190-53000	Attachments: Letter from PB County HCD Construction Contract
Department Review: <input checked="" type="checkbox"/> City Attorney <u><i>[Signature]</i></u> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input checked="" type="checkbox"/> Public Works <u>3/29/04 R</u> <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>X</i></u> Please initial one.

Summary Explanation/Background: Award construction of Drainage Improvements Phase IIE in the amount of \$100,000. Bid amount was \$126,175. HCD shall recommend to PBC the provision of an additional \$26,000 in funding for this project for a total of \$126,000. When Amendment 001 is fully executed, the additional funds will be available and construction contract will be increased by change order for the bid amount.



**Housing & Community
Development Department**

3323 Belvedere Road
Building #501
West Palm Beach, FL 33406
(561) 233-3601
FAX: (561) 233-3651
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Karen T. Marcus, Chair

Thom Masilotti, Vice Chairman

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

Addie L. Greene

County Administrator

Robert Weisman

An Equal Opportunity
Affirmative Action Employer

RECEIVED
3/23/04

March 22, 2004

Mr. Paul E. Carlisle
Public Works Director
Town of Lake Park
650 Old Dixie Highway
Lake Park, FL 33403

Re: Drainage Improvements Phase II-E
Construction Contract Award - Amended HCD Approval

Dear Mr. Carlisle:

We are in receipt of your March 4, 2004, letter in connection with the referenced project. Please be advised that contract award to GMI Contracting, Inc., for \$100,000, is hereby approved, provided that all applicable procurement requirements established in our agreement for this project have been followed. This approval is also subject to the following:

- Invite HCD to the project pre-construction conference.
- Provide HCD with a copy of the executed contract and the payment and performance bond.
- Advise HCD of your efforts to comply with the Section 3 requirements applicable to this project.
- HCD shall recommend to the Palm Beach County Board of County Commissioners (BCC) the provision of an additional \$26,000 in funding for this project. An amendment to our funding agreement to increase the amount funded from \$100,000 to \$126,000, is enclosed for the City's signature. After BCC approval of the additional funds, the City shall prepare and execute Change Order #1 encompassing the addition of items amounting to \$26,175. This will increase the contract amount from \$100,000, to \$126,175. Approval of such change order is hereby granted provided the additional \$26,000 is approved by the BCC. Please provide this office with a copy of the executed Change Order #1 at such time. The Town shall disburse the first \$175 of construction costs, and any amounts needed for construction above the \$126,175, shall also be funded by the City.



March 22, 2004
Town of Lake Park- Page 2

- Request HCD approval prior to awarding any other change orders for this project.
- Since HCD funding will be devoted in its entirety to the construction contract, the City will be responsible for the payment of expenses associated with the consultant and the testing services. Accordingly, HCD approval of these services is not required.

This supersedes our March 16, 2004, letter regarding the same subject, and corrects the contractor's name to GMI Contracting, Inc.

Should you require any further information on the above, please contact Amin Houry, Manager, Housing and Capital Improvements, at 233-3625.

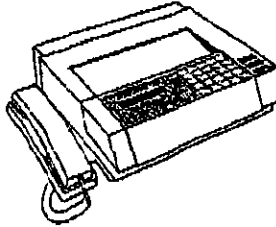
Sincerely,

A handwritten signature in black ink, appearing to read "Remar M. Harvin", is written over a horizontal line.

Remar M. Harvin, Director
Housing & Community Development



CONSULTING CIVIL
ENGINEERS,
SURVEYORS & MAPPERS



FAX Cover Sheet

Date: 3-29-04

LBFH AFS#: P2-0006 I

Please deliver the following page(s) to:

Name: Catalynn Mignel

Firm Name: Town of Lake Park

Fax Number: (188) 3349

Phone Number: ()

We are transmitting 15 page(s), including this sheet. If you do not receive all of the pages, please notify: Dabbie

Sender: Jeff Renner

MESSAGE:

Catalynn,
Attached is the agreement for Phase IIE which we will transmit to the contractor after award of the contract by the Town Commission. Please let me know when the award is made.

Thanks

2090 Palm Beach Lakes Blvd.
Suite 600
West Palm Beach, Florida
33409
(561) 684-3375
Fax (561) 689-6531
www.lbfh.com

Original to Follow: ☐ Yes ☒ No

CONFIDENTIALITY NOTE

This message and accompanying material is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this telecopy is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone collect and return the original message to us at the address listed above via U.S. Mail.

Partners For Results—Value By Design

AGREEMENT

THIS AGREEMENT, made and entered in this _____ day of _____, in the year Two Thousand Four, by and between _____ hereinafter called the CONTRACTOR, and the Town of Lake Park, Florida hereinafter called the OWNER.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK:

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

"Drainage Improvements in the Neighborhood Target Area - Phase II-E for the Town of Lake Park, Florida, Project No. 02-0006F".

ARTICLE 2 ENGINEER:

The Project has been designed by:

LBFH, Inc.
2090 Palm Beach Lakes Boulevard, Suite 600
West Palm Beach, FL 33409
(561) 684-3375

ARTICLE 3 CONTRACT TIME:

3.1 The Work will be substantially completed within 90 calendar days from the date when the Contract Time commences to run as provided in Paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within 120 calendar days from the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not completed within the times specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual losses or damages suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete. After

Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 3.1 above for completion and readiness for final payment.

ARTICLE 4 CONTRACT PRICE:

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

(The Bid Proposal of the Successful Bidder has been reproduced and is inserted herein on the next following pages and is an integral part of these Contract Documents, numbered as pages BP-1 through BP- 7).

BIDDER'S PROPOSALPROPOSAL OF: GMT Contracting, Inc.DATE: 2/19/04

TO: THE TOWN OF LAKE PARK, FLORIDA

Gentlemen:

The undersigned bidder hereby declares that he has carefully, and to his full satisfaction, examined the attached Instructions to Bidders, General Conditions, Detailed Specifications, and Form of Contract and Bond, together with the accompanying Plans; and that he has made a full examination of the location of the proposed work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work, fully understanding that the quantities shown in the proposal form are approximate only; and that he will fully complete all necessary work and the requirements under them of the Engineer, within the time limit specified in the proposal.

The undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which notice of award has been given; and after notification to proceed by the Engineer, to begin work with an adequate force and equipment within ten (10) calendar days and as a part of this Bid proposes that the work will be substantially completed within 90 calendar days and that all work be completed within not more than 120 calendar days from the date of Official Notification to Proceed; and that if awarded the Contract for the work, to pay to the Owner the liquidated damages for each day that he fails to complete the work within the prescribed time, in accordance with the terms stated in the Agreement.

The undersigned states that this proposal is the only proposal for this project in which he is interested and that this proposal shall be either accepted or rejected within sixty (60) days after the due date.

For furnishing all plant, labor, materials, tools, and incidentals, and for constructing complete, including all items of work that may be inferred as necessary, but are not separately itemized.

DRAINAGE IMPROVEMENTS
IN THE
NEIGHBORHOOD TARGET AREA - PHASE II-E
TOWN OF LAKE PARK
PROJECT NO. 02-0006I

NOTE: BIDS shall include all sales tax and other applicable taxes and fees. BIDDER agrees to perform all of the work described in the Contract Documents and on the Construction Plans in the following unit prices or lump sum(s).

ITEM NO.	ESTIMATED QUANTITIES	ITEMS AND UNIT PRICE BID (PRICES TO BE WRITTEN WORDS)	UNIT PRICE	TOTAL PRICE
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Bayberry Dr. (Sixth Street to Seventh Street)

1. Lump Sum

Clearing and Grading for

Four Thousand

Dollars

Zero

Cents

Lump Sum

\$4400.00

2. 38 LF.

15" HDPE Pipe for

Thirty

Dollars

Fifty

Cents

Lineal Foot

\$32.50

\$1235.00

3. 522 LF.

24" HDPE Pipe for

Forty One

Dollars

Zero

Cents

Lineal Foot

\$41.00

\$21402.00

4. 90 L.F.

30" HDPE Pipe for Fifty
Seven

Dollars

FIFT Cents
Lineal Foot\$52.⁵⁰ \$5175.⁰⁰

5. 130 L.F.

Exfiltration Trench (4' W X 3.5' H)

For SeventyNine DollarsZero Cents
Lineal Foot\$79.⁰⁰ \$10270.⁰⁰

6. 1 Each

Type "C" Inlet for Two ThousandOne Hundred & Sixty Five

Dollars

Zero Cents
Per Each\$215.⁰⁰ \$2165.⁰⁰

7. 2 Each

Type "E" Inlet for ThreeThousand Seven Hundred
& Fifteen

Dollars

Zero Cents
Per Each\$3715.⁰⁰ \$7430.⁰⁰

8. 2 Each

Type "T" Manhole (4' Ø)

For Three Thousand Five
Hundred & Sixty

Dollars

Zero Cents
Per Each\$3560.⁰⁰ \$7120.⁰⁰

9. 1 Each

For Connect to Existing Structure

For Two Thousand One Hundred

& Twenty Five Dollars

Zero Cents

Per Each

\$ 2,125.00

\$ 2,125.00

300

10. 540 S.Y.

For 6" Stabilized Shoulder

For Forteen

Seventy Five Dollars

Zero Cents

Square Yard

\$ 14.75

\$ 4,425.00
~~\$ 7,765.00~~

627

11. 4106 S.Y.

For Solid Sod for

Six Dollars

Zero Cents

Square Yard

\$ 6.00

\$ 3,762.00
~~\$ 6,636.00~~

12. 400 S.Y.

For Concrete Sidewalk Reconstruction

(4" thick) for

Forty One Dollars

Zero Cents

Square Yard

\$ 41.00

\$ 0.00
~~\$ 7,765.00~~

13. 400 S.Y.

For Concrete Driveway Turnout

Reconstruction Fifty

Four Dollars

Twenty Five Cents

Square Yard

\$ 54.25

\$ 0.00
~~\$ 7,765.00~~

14. 20 L.F.

For Replacing Existing Water Main

With DIP For One Hundred± Eighty DollarsZero Cents

Lineal Foot

\$180.⁰⁰ \$3600.⁰⁰

15. 610 S.Y.

For Pavement Replacement for

Party Seven

Dollars

Cents

Square Yard

\$47.⁰⁰ \$28,670.⁰⁰Total Bid Items 1 through 15 - \$ 12,670.00\$100,000.⁰⁰

Subcontractors

The undersigned bidder hereby designates, as follows, all major subcontractors whom he proposes to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Owner with a certificate of insurance in accordance with the Contract General Conditions. Failure to furnish this information may be grounds for rejection of the bidder's proposal.

Area of Specialty

Name and Address

License No.

Camara's Paving

Camara's Paving

The undersigned bidder hereby represents that he has carefully examined the drawings and Contract including all Contract Documents and will execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications and drawings. The bidder, by and through the submission of his bid, agrees that he has examined all that he shall be held responsible for having theretofore examined the site, location and route of all proposed work and having satisfied himself as to the character of the route, the location, surface and underground obstruction, the nature of the groundwater table conditions, and all other physical characteristics of the work, in order that he may include in the process which he bids, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.

Enclosed is security consisting of 5% Bid Bond

The undersigned hereby designates 106 01 SW 25th Street

Davis FL 33324

as his office address to which notices may be delivered or mailed.

ADDENDA

I hereby certify that I have received, read and examined the following Addenda:

(SEAL OF CORPORATION)

Dated: 2/19/04

GMI Contracting, Inc.

(Name of Bidder, Corporation, Firm or Individual)

By: [Signature]

(Signature)

Chris Jacobelli

(Typed Name)

106 01 SW 25th Street

Davis FL 33324

(Business Address of Corporation, Firm or Individual)

954-445-6732

(Phone Number)

CUC 1223691

General Contractor License No.

END OF SECTION

ARTICLE 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payment. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.7 of the General Conditions.

90% of Work Completed.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the OWNER as provided in Paragraph 14.2 of the General Conditions).

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

ARTICLE 6 CONTRACTOR'S REPRESENTATIONS:

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Paragraph 7) and the other related data identified in the Bidding Documents including "technical data".

6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the

Work.

6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in Paragraph SC-2:3. of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in Paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied, (or assumes responsibility for having done so) all such supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 CONTRACT DOCUMENTS:

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Instructions to Bidders (Pages ITB-1 to ITB-12).
- 7.2 General Conditions (Pages GC-1 to GC-43, inclusive).
- 7.3 Supplementary Conditions (Pages SC-1 to SC-6, inclusive).
- 7.4 This Agreement (Pages AG-1 to AG-7, inclusive).
- 7.5 Public Construction Bond, identified as Section PCB-1, and consisting of 1 page.
- 7.6 Detailed Technical Specifications, consisting of 3 Divisions and 22 Sections as listed in the Index of these documents.
- 7.7 Drawings, consisting of a cover sheet, sheets number 10, 11, 23 and 24 inclusive, with each sheet bearing the following general title:

Drainage Improvements in the
Neighborhood Target Area - Phase II-E
LBFH Project No. 02-0006I
Town of Lake Park, Florida
- 7.8 Addend numbers N/A, inclusive.
- 7.9 CONTRACTOR'S Bid (Pages BP-1 to BP-7, inclusive) designated as Bidder's Proposal.
- 7.10 Documentation submitted by CONTRACTOR PRIOR TO Notice of Award (pages N/A, inclusive).
- 7.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.5 and 3.6 of the General Conditions.
- 7.12 There are not Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.5 and 3.6 of the General Conditions. OWNER and CONTRACTOR further agree that the drawings as identified in Paragraph 7.7 above comprise an integral and equal component of this Agreement and that due to the physical nature of such Drawings that

actual attachment hereto is impractical.

ARTICLE 8 MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in Six (6) parts. Two counterparts each have been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2004

OWNER: Town of Lake Park, FL CONTRACTOR: _____

BY: Paul Castro, Mayor

BY: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____

~~Bonnie Bonatti~~, Town Clerk

Carol Simonson

Address for giving notices

Attest: _____

Address for giving notices

Town.
City Hall

535 Park Avenue

Lake Park, Florida

*Approved as to form and
legal sufficiency*

License No.: _____

Agent for service of process:

Thomas J. Baird

Thomas J. Baird, Town Attorney

END OF SECTION